CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026- 108 authorizing the purchase of property for the Grand Falls Visitor Parking area and authorizing the City of Joplin to enter into a real estate purchase agreement with Stephen M. Matlock and Alex E. Matlock for approximately one acre of land and authorizing the City Manager of his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective.

MEETING DATE
February 2, 2026

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Council Bill 2026-108; Real Estate Purchase Agreement

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This council bill authorizes the City of Joplin to enter into a real estate purchase agreement for the purchase of land for the Grand Falls Visitor Parking area.

BACKGROUND
Grand Falls has been a recreational draw for residents and our area communities. It has been listed by the State Historical Society of Missouri as the state's tallest continuously flowing natural waterfall. In August of 2011, voters renewed the Parks and Storm Water ¼ cent Sales Tax, which included the Grand Falls Trail project, a one-mile paved pedestrian and bike trail. As part of the continued improvements to the Grand Falls area, the proposed property acquisition will allow for the construction of restroom facilities and visitor parking. The compensation amount was determined by a professional appraisal of the property

FUNDING SOURCE
This purchase was included in the Fiscal 2026 Parks and Stormwater Budget.

RECOMMENDATION
Staff recommend approval of Council Bill 2026-108 on first reading.

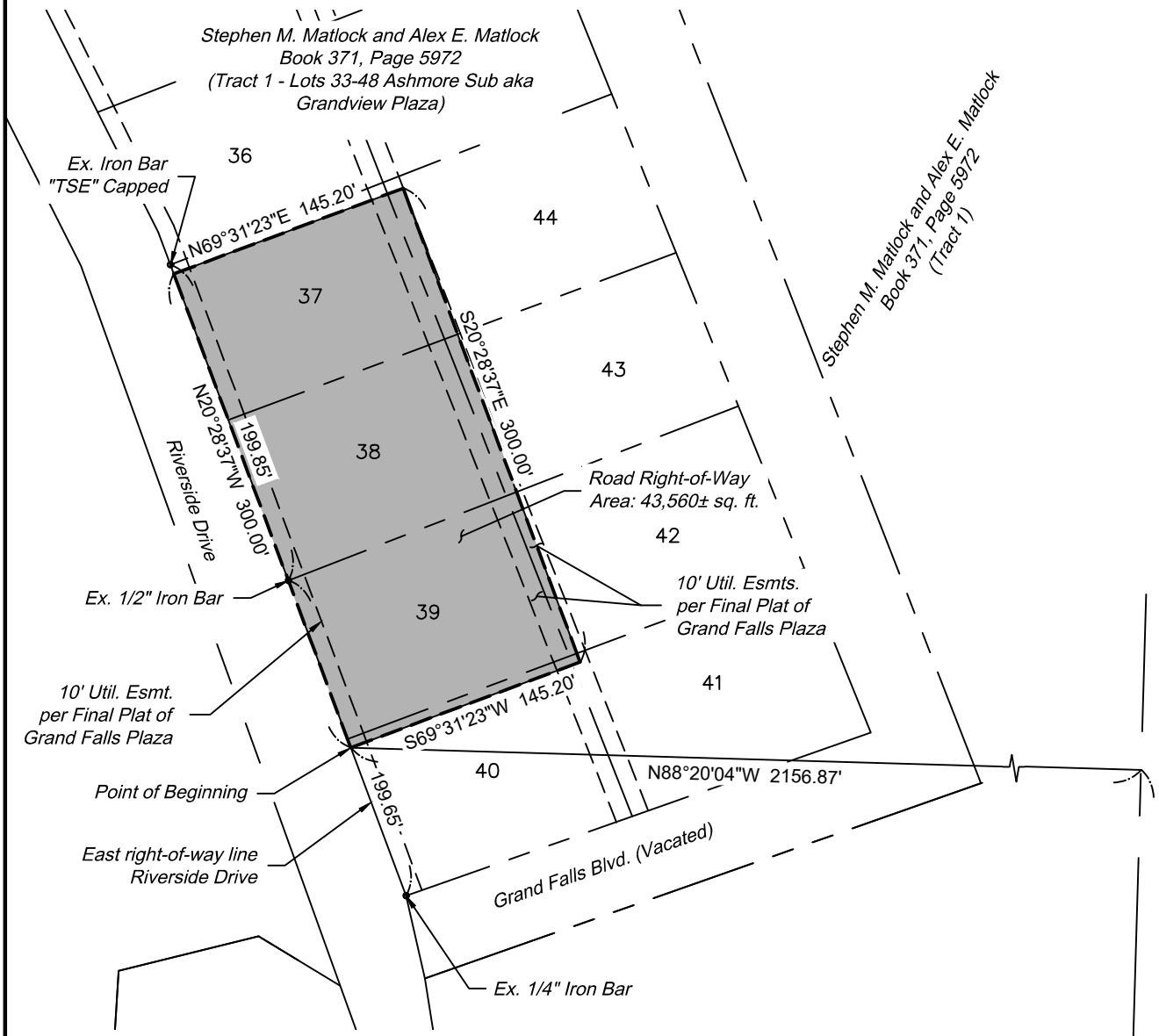
EXHIBIT A

A tract of land being a part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 28, Township 27 North, Range 33 West In the city of Joplin, Newton County, Missouri, described by David D. Drumm, PLS 2007017958 on behalf of Olsson, more particularly described as follows:

COMMENCING at an existing axle marking the Southeast corner of said SE1/4; thence N01°39'56"E along the East line of said SE1/4, a distance of 1925.99 feet; thence N88°20'04"W leaving said East line a distance of 2156.87 feet to a point on the East Right-of-Way line of Riverside Drive as it now exists, being the POINT OF BEGINNING; thence N20°28'37"W, along said East right-of-way line, a distance of 300.00 feet; thence N69°31'23"E leaving said East line a distance of 145.20 feet; thence S20°28'37"E a distance of 300.00 feet; thence S69°31'23"W a distance of 145.20 feet to the POINT OF BEGINNING, containing 1.00 Acre more or less subject to any rights-of-way, easements, and restrictions of record.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: City of Joplin, MO
Project No.: 022-04049





STATE OF MISSOURI
DAVID D. DRUMM
NUMBER PLS-2007017958
PROFESSIONAL LAND SURVEYOR
12-02-2025

N

N.T.S.

This sketch is not a boundary survey. It is intended to show the configuration of a road right-of-way. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

PROJECT NO: 022-04049	ROAD RIGHT-OF-WAY GRAND FALLS	olsson	EXHIBIT
DRAWN BY: MRN		Olsson, Inc. Survey MO Certificate of Authority #LC366 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 417.890.8805	B
DATE: 12.02.2025			

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into and effective this _____ day of _____, 2026 ("the Effective Date"), by and between the **CITY OF JOPLIN, Missouri, a Missouri Municipal Corporation** ("Buyer"), and **Stephen M. Matlock and Alex E. Matlock, husband and wife** ("Seller"), and with Seller and Buyer being referred to collectively as "Each Party" or "the Parties" from time to time.

R E C I T A L S :

A. Buyer desires to purchase from Seller the following:

(i) that certain real property located at 5500 Riverside Drive, Newton County, Missouri, more particularly described below (the "Land").

The Land may be referred to as "the Property".

B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY.

Attached as Exhibit A

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

2. PURCHASE PRICE. The total purchase price for the Property ("the Purchase Price") shall be the sum of **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00)**, payable as follows:

2.1 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price by certified check or other immediately available funds, subject to the prorations and adjustments set forth below.

2.2 Cost for fence relocation The city will reimburse the seller for the cost to relocate fencing in an amount not to exceed **Six Thousand and no/100 Dollars. ($6,000.00).**

3. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Warranty Deed.

4. EXCEPTIONS. All real estate shall be conveyed subject to the following:

4.1 Special assessments made prior to the execution of this contract and becoming a lien thereafter;

4.2 Zoning ordinances in effect at the date of the signing of this contract.

4.3 Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

4.4 General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If title is deemed good, the closing of this contract shall take place at First American Title Company, within thirty (30) days, or at some other time the parties mutually agree on, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

6. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

6.1 At closing, Buyer shall do the following:

6.1.1 Tender payment of the purchase price.

6.1.2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

6.2 At closing, Seller shall do the following:

6.2.1. Duly execute, acknowledge and deliver to Buyer, a Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

6.2.2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

7. REPRESENTATIONS/WARRANTIES.

7.1 Buyer covenants and represents to Seller, which covenants shall be true and accurate at the time of closing, as follows:

7.1.1 Buyer is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Buyer's obligations hereunder.

7.1.2. Buyer is authorized to enter into this Contract and complete the transactions contemplated hereunder.

7.2.2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

7.1.3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

7.2 Seller covenants, represents, and warrants to Buyer, as follows:

7.2.1 Seller is possessed and vested with full power and authority to enter into and consummate this Contract and to perform Seller's obligations hereunder.

7.2.3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

7.2.4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

8. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

9. IMPROVEMENTS. Seller agrees that all improvements now on the above-described real estate parcels shall be delivered to Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted. Buyer agrees that it is taking the Property and all improvements “as is” and “where is” in their current condition. Buyer agrees that no disclosure statement will be provided by Seller.

Buyer has agreed to construct an asphalt parking lot on the property with approximately forty parking spaces. Low profile open bed landscaping, decorative fencing, and lighting around the parking lot, as previously agreed to by seller and buyer, will be installed at buyer’s cost. A restroom facility and vault sewer management system will also be constructed by the buyer. Seller will be reimbursed for cost associated with relocating the existing cattle fence.

10. RIGHT OF ENTRY. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Buyer, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate. In no

event will Seller complete or pay for corrections, or provide a monetary adjustment in lieu thereof, regardless of the results of any inspection or test.

11. HOLD HARMLESS. Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Seller, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to breach. In the event that Buyer breaches this Agreement, after the City Council gives its approval, the Seller's only remedy against the Buyer is limited to reimbursement of Seller's out of pocket costs related to this Contract, including only inspection and appraisal fees.

12. REALTOR OR BROKER. Neither party has used a realtor or broker, and no fee of any kind is owed.

13. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

14. CONTINGENT ON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

15. AMENDMENTS. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

16. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of both parties.

17. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by Buyer to any assignment of this Agreement or any interest therein by Seller.

18. CHOICE OF LAW AND VENUE. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

19. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other party for special, indirect, or consequential damage.

20. ETHICS. Seller warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Seller, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Seller, any fee, commission, gift, or contingent fee.

21. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

22. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

24. NO THIRD-PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. WAIVER. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin, Missouri

_____

Nicholas Edwards,
City Manager

By:_____

Stephen M. Matlock

_____

Alex E. Matlock

Attest:

_____

Holly Nagy, City Clerk

COUNCIL BILL NO. 2026-108 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a real estate purchase agreement for the Grand Falls Visitor Parking area with Stephen M. Matlock and Alex E. Matlock for approximately one acre of land; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the real estate purchase agreement by and between the City of Joplin and Stephen M. Matlock and Alex E. Matlock, a true and accurate copy of said agreement being attached hereto and incorporation as "Exhibit A", be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 4. That this Council Bill shall have an effective date of February 18, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2026, by a _____vote.

_____

ATTEST: Keenan Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax Fund to pay the amounts called for in the negotiated agreement.

_____

Leslie Haase, Director of Finance